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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

**DAVID SCHULZ, Individually as
Representative of the Estate of DeAnnis
Schulz, Deceased**

Plaintiff,

v.

**SYNGENTA AG; SYNGENTA CROP
PROTECTION, LLC and CHEVRON
U.S.A., INC.**

Defendants.

This Document Relates to

Civil Action No. _____

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff DAVID SCHULZ, Individually and as Representative of the Estate of DeAnnis Schulz, Deceased, (hereinafter referred to as “Plaintiff”) by and through counsel Michael T. Gallagher and Pamela McLemore of THE GALLAGHER LAW FIRM PLLC, alleges upon information and believe and complaints of Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta Defendants”), and Chevron U.S.A. Inc. (together with its predecessors-in-interest, referred to collectively as the “Chevron Defendants”), and states:

I. STATEMENT OF THE CASE

1. Plaintiff brings this suit Individually and as Representative of the Estate of DeAnnis Schulz, who suffered from Parkinson’s Disease caused by her exposure to the herbicide Paraquat.

1 2. Plaintiff is the surviving spouse and representative of the Estate of DeAnnis Schulz and is
2 a Washington resident.

3 3. DeAnnis Schulz, Deceased, was a Washington resident.

4 4. Defendants are companies that since 1964 have manufactured, distributed, licensed,
5 marketed, and sold Paraquat for use in the United States, including Washington.

6 5. Plaintiff brings this action to recover damages for personal injuries and wrongful death
7 resulting from exposure to Paraquat manufactured, distributed, and sold by Defendants.

8 6. Defendants' tortious conduct, including their negligent acts and omissions in the research,
9 testing, design, manufacture, marketing, and sale of Paraquat, caused Plaintiffs' injuries and was a
10 contributing factor in the death of DeAnnis Schulz. At all relevant times, Defendants knew, or in the
11 exercise of reasonable care should have known, that Paraquat was a highly toxic substance that can cause
12 severe neurological injuries and impairment, and should have taken steps in their research, manufacture,
13 and sale of Paraquat to ensure that people would not be harmed by foreseeable uses of Paraquat.

14 **II. JURISDICTION**

15 6. This Court has jurisdiction over Defendants and this action pursuant to 28 U.S.C. §
16 1332 because there is complete diversity of citizenship between Plaintiff and each Defendant. Indeed,
17 Plaintiff is a resident of Washington; SPLLC is a Delaware limited liability company with its principal
18 place of business in Greensboro, North Carolina (SPLLC is a wholly-owned subsidiary of Defendant
19 SAG); SAG is a foreign corporation with its principal place of business in Basel, Switzerland; and
20 Chevron U.S.A., Inc. is a Pennsylvania corporation with its principal place of business in San Ramon in
21 Contra Costa County, California. Defendants are all either incorporated and/or have their principal place
22 of business outside of the state in which the Plaintiff resides.

23 7. The amount in controversy between Plaintiff and Defendants exceeds \$75,000, exclusive
24 of interest and cost.

25 **III. VENUE**

26 8. Venue is proper in the Southern District of Illinois pursuant to PTO 1 of MDL 3004 stating
27 that any plaintiff whose case would be subject to transfer to MDL 3004 may file his or her case directly
28 in MDL 3004 in the Southern District of Illinois.

a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant and/or its predecessor(s), together with those with whom they were acting in concert, manufactured Paraquat for use as an active ingredient in Paraquat products, distributed Paraquat to formulators of Paraquat products, formulated Paraquat products, marketed Paraquat products to the California agricultural community, and/or distributed Paraquat products, intending that such products regularly would be, and knowing they regularly were, sold and used in the State of California;

c. These contacts between each Defendant and/or its predecessors, together with those with whom they were acting in concert, and the State of California, were so regular, frequent, and sustained as to provide fair warning that it might be sued there, such that requiring it to defend this action in the State of California does not offend traditional notions of fair play and substantial justice.

11. At all times herein mentioned each and every of the Defendants was the agent, servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-in-interest of each of the other, and each was acting within the course and scope of their agency, service, joint venture, alter ego relationship, employment, and corporate interrelationship.

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

1 13. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary organized under
2 the laws of the State of Delaware, which was ultimately known as ICI Americas Inc. (“ICI Americas”).

3 14. Chevron Chemical Company was a corporation organized under the laws of the State of
4 Delaware.

5 15. Pursuant to distribution and licensing agreements with ICI and ICI Americas, Chevron
6 Chemical Company had exclusive rights to distribute and sell Paraquat in the United States and did in fact
7 manufacture, formulate, distribute, and sell Paraquat in the United States, including in Washington, for
8 use in Washington, from approximately 1964 until approximately 1986.

9 16. Chevron U.S.A. Inc. is the successor-in-interest to Chevron Chemical Company.

10 17. At all relevant times, Chevron Chemical Company acted as the agent of Chevron
11 U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron Chemical
12 Company was acting within the scope of its agency in selling and distributing Paraquat. Chevron U.S.A.
13 Inc. is liable for the acts of its agent.

14 18. From approximately 1964 through approximately 1986, pursuant to distribution and
15 licensing agreements with Chevron Chemical Company, SAG’s and/or SCPLLC’s predecessors-in-
16 interest, ICI and ICI Americas, manufactured some or all of the Paraquat that Chevron Chemical Company
17 distributed and sold in the United States, including in Washington for use in Washington.

18 19. From approximately 1964 through approximately 1986, pursuant to distribution and
19 licensing agreements between and among them, ICI, ICI Americas, Chevron Chemical Company, and
20 Does One through Sixty acted in concert to register, manufacture, formulate, and distribute and sell
21 (through Chevron Chemical Company) Paraquat for use in the U.S., including in Washington for use in
22 Washington, and their respective successors-in-interest, SAG, SCPLLC, and Chevron U.S.A. Inc., are
23 jointly liable for the resulting injuries alleged herein.

24 20. After 1986, SCPLLC, and/or their predecessors-in-interest sold and distributed and
25 continue to sell and distribute Paraquat in the United States, including in Washington and for use in
26 Washington.

27 21. As a result of mergers and corporate restructuring, SAG is the successor-in-interest
28 to ICI.

 22. As a result of mergers and corporate restructuring, SCPLLC is the successor-in interest to
ICI Americas, Inc.

23. Thus, from approximately 1964 through the present, the Syngenta Defendants, or their predecessors-in-interest have manufactured, formulated, distributed, and sold Paraquat for use in the U.S., including in Washington for use in Washington.

V. PLAINTIFF'S EXPOSURE TO PARAQUAT

26. Plaintiff's Decedent, DeAnnis Schulz, was exposed to Paraquat from approximately 1968 until approximately 2015 when she directly sprayed Paraquat on weeds at their family orchard from a hand gun and from a tractor.

27. At all relevant times, it was reasonably foreseeable that when Paraquat was used in the intended or a reasonably foreseeable manner, users of Paraquat and persons nearby would be exposed to it.

28. At all relevant times, it was reasonably foreseeable that Paraquat could enter the human body: (1) through absorption or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2) through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

VI. PARAQUAT CAUSES PARKINSON'S DISEASE

29. At all relevant times, it was reasonably foreseeable that Paraquat that entered a human body could ultimately enter the brain.

30. At all relevant times, it was reasonably foreseeable that Paraquat that entered a human body could induce the misfolding of the alpha synuclein protein.

31. Parkinson's disease is a progressive neurodegenerative disorder of the brain that primarily affects the motor system - the part of the central nervous system that controls movement.

32. The characteristic symptoms of Parkinson's disease are its "primary" motor symptoms: resting tremor (shaking movement when the muscles are relaxed), bradykinesia (slowness in voluntary movement and reflexes), rigidity (stiffness and resistance to passive movement), and postural instability (impaired balance).

33. Parkinson's disease's primary motor symptoms often result in "secondary" motor symptoms such as freezing of gait; shrinking handwriting; mask-like expression; slurred,

monotonous, quiet voice; stooped posture; muscle spasms; impaired coordination; difficulty swallowing; and excess saliva and drooling caused by reduced swallowing movements.

34. Non-motor symptoms-such as loss of or altered sense of smell; constipation; low blood pressure on rising to stand; sleep disturbances; and depression-are present in most cases of Parkinson's disease, often for years before any of the primary motor symptoms appear.

35. There is currently no cure for Parkinson's disease; no treatment will stop or reverse its progression; and the treatments most commonly prescribed for its motor symptoms tend to become progressively less effective, and to increasingly cause unwelcome side effects, the longer they are used.

36. One of the primary pathophysiological hallmarks of Parkinson's disease is the selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a part of the brain called the substantia nigra pars compacta ("SNpc").

37. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from one neuron to another neuron, muscle cell, or gland cell) that is critical to the brain's control of motor function (among other things).

38. The death of dopaminergic neurons in the SNpc decreases the production of dopamine. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic neurons have died, dopamine production falls below the level the brain requires for proper control of motor function, resulting in the motor symptoms of Parkinson's disease.

39. The presence of Lewy bodies (insoluble aggregates of a protein called alphasynuclein) in many of the remaining dopaminergic neurons in the SNpc is another of the primary pathophysiological hallmarks of Parkinson's disease.

40. Dopaminergic neurons are particularly susceptible to oxidative stress, a disturbance in the normal balance between oxidants present in cells and cells' antioxidant defenses.

41. Scientists who study Parkinson's disease generally agree that oxidative stress is a major factor in-if not the precipitating cause of-the degeneration and death of dopaminergic neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons that are the primary pathophysiological hallmarks of the disease.

42. Paraquat is highly toxic to both plants and animals, creating oxidative stress that causes or contributes to cause the degeneration and death of plant or animal cells.

1 43. Paraquat creates oxidative stress in the cells of plants and animals because of “redox
2 properties” that are inherent in its chemical composition and structure: it is a strong oxidant, and it readily
3 undergoes “redox cycling” in the presence of molecular oxygen, which is plentiful in living cells.

4 44. The redox cycling of Paraquat in living cells interferes with cellular functions that are
5 necessary to sustain life-with photosynthesis in plant cells, and with cellular respiration in animal cells.
6 The redox cycling of Paraquat in living cells creates a “reactive oxygen species” known as superoxide
7 radical, an extremely reactive molecule that can initiate a cascading series of chemical reactions that
8 creates other reactive oxygen species that damage lipids, proteins, and nucleic acids, molecules that are
9 essential components of the structures and functions of living cells. Because the redox cycling of Paraquat
10 can repeat indefinitely in the conditions typically present in living cells, a single molecule of Paraquat can
11 trigger the production of countless molecules of destructive superoxide radical.

12 45. Paraquat’s redox properties have been known to science since at least the 1930s.

13 46. It has been scientifically known since the 1960s that Paraquat (due to its redox properties)
14 is toxic to the cells of plants and animals. The same redox properties that make Paraquat toxic to plant
15 cells and other types of animal cells make it toxic to dopaminergic neurons in humans—that is, Paraquat
16 is a strong oxidant that interferes with the function of, damages, and ultimately kills dopaminergic neurons
17 in the human brain by creating oxidative stress through redox cycling.

18 47. Paraquat is one of only a handful of toxins that scientists use to produce animal models of
19 Parkinson’s disease, i.e., use in a laboratory to artificially produce the symptoms of Parkinson’s disease
20 in animals.

21 48. Animal studies involving various routes of exposure have found that Paraquat creates oxidative
22 stress that results in the degeneration and death of dopaminergic neurons in the SNpc, other
23 pathophysiology consistent with that seen in human Parkinson’s disease, and motor deficits and behavioral
24 changes consistent with those commonly seen in human Parkinson’s disease.

25 49. Hundreds of in vitro studies (experiments in a test tube, culture dish, or other controlled
26 experimental environment) have found that Paraquat creates oxidative stress that results in the
27 degeneration and death of dopaminergic neurons (and many other types of animal cells). 50.

28 Epidemiological studies have found that exposure to Paraquat significantly increases the risk of
contracting Parkinson’s disease. A number of studies have found that the risk of Parkinson’s disease is
more than double in populations with occupational exposure to Paraquat compared to populations without
such exposure.

1 51. These convergent lines of evidence (toxicology, animal experiments, and epidemiology)
2 demonstrate that Paraquat exposure generally can cause Parkinson's disease.

3 **VII. PARAQUAT REGULATION**

4 52. The Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et
5 seq., which regulates the distribution, sale, and use of pesticides within the U.S., requires that pesticides
6 be registered with the U.S. Environmental Protection Agency ("EPA") prior to their distribution, sale, or
7 use, except as described by FIFRA. 7 U.S.C. 136a(a).

8 53. The Washington Administrative Code § 16-228-1400, which regulates the labeling,
9 distribution, use, and application of pesticides within the State of Washington, requires that pesticides be
10 registered with the Washington State Department of Agriculture ("WSDA") before they are offered for
11 sale in the State of Washington.

12 54. Paraquat is a "restricted use pesticide" under federal law, see 40 C.F.R. § 152.175, which
13 means it is "limited to use by or under the direct supervision of a certified applicator," and is a "restricted
14 material" under Washington law, Washington Administrative Code (WAC) 16-228-1231, which means it
15 cannot be sold, used, or possessed by any person in Washington without the proper licensing and
16 permitting.

17 55. As part of the pesticide registration process, the EPA requires, among other things, a
18 variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other potential
19 non-target organisms, and other adverse effects on the environment.

20 56. As a general rule, FIFRA requires registrants, the chemical companies registered to sell the
21 pesticides, to perform health and safety testing of pesticides. However, FIFRA does not require the EPA
22 itself to perform health and safety testing of pesticides, and the EPA generally does not perform such
23 testing.

24 57. The EPA registers (or re-registers) a pesticide if it is persuaded, based largely on studies
25 and data submitted by the registrant, that: (1) its composition is such as to warrant the proposed claims for
26 it, 7 U.S.C. § 136a(c)(5)(A); (2) its labeling and other material required to be submitted comply with the
27 requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B); (3) it will perform its intended function without
28 unreasonable adverse effects on the environment, 7 U.S.C. § 136a(c)(5)(C); and (4) when used in
accordance with widespread and commonly recognized practice it will not generally cause unreasonable
adverse effects on the environment, 7 U.S.C. §
136a(c)(5)(D).

1 58. FIFRA defines “unreasonable adverse effects on the environment” as “any unreasonable
2 risk to man or the environment, taking into account the economic, social, and environmental costs and
3 benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

4 59. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration of a
5 pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply with the
6 registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2). However, FIFRA further provides that “[i]n
7 no event shall registration of an article be construed as a defense for the commission of any offense under
8 [FIFRA].” 7 U.S.C. § 136a(f)(2).

9 60. The distribution or sale of a pesticide that is misbranded is an offense under FIFRA, which
10 provides in relevant part that “it shall be unlawful for any person in any State to distribute or sell to any
11 person ... any pesticide which is ... misbranded.” 7 U.S.C. § 136j(a)(1)(E). A pesticide is misbranded under
12 FIFRA if, among other things: (1) its labeling bears any statement, design, or graphic representation
13 relative thereto or to its ingredients which is false or misleading in any particular, 7 U.S.C. § 136(q)(1)(A);
14 (2) the labeling accompanying it does not contain directions for use which are necessary for effecting the
15 purpose for which the product is intended and if complied with, together with any requirements imposed
16 under section 136a(d) of this title, are adequate to protect health and the environment, 7 U.S.C. §
17 136(q)(1)(F); or (3) the label does not contain a warning or caution statement which may be necessary
18 and if complied with, together with any requirements imposed under section 136a(d) of this title, is
19 adequate to protect health and the environment,” 7 U.S.C. § 136(q)(1)(G).

20 61. As a result, a pesticide may be misbranded despite an EPA determination that it met
21 FIFRA’s registration criteria. In other words, notwithstanding its registration, a pesticide is misbranded if
22 its label contains “false or misleading” statements, has inadequate instructions for use, or omits warnings
23 or cautionary statements necessary to protect human health. Similarly, a pesticide may be found to cause
24 unreasonable adverse effects on humans when used according to the approved label despite a
25 determination by the EPA that it would not.

26 62. Plaintiff does not seek in this action to impose on Defendants any labeling or packaging
27 requirement in addition to or different from those required under FIFRA. Any allegation in this Complaint
28 that a Defendant breached a duty to provide adequate directions for the use of or warnings about Paraquat,
breached a duty to provide adequate packaging for Paraquat, concealed, suppressed, or omitted to disclose
any material fact about Paraquat, or engaged in any unfair or deceptive practice regarding Paraquat, is
intended and should be construed to be consistent with that alleged breach, concealment, suppression, or

omission, or unfair or deceptive practice having rendered the Paraquat “misbranded” under FIFRA. However, Plaintiff brings claims and seeks relief in this action only under state law and does not bring any claims or seek any relief in this action under FIFRA.

VIII. ACTS OF SYNGENTA DEFENDANTS

63. SAG is a foreign corporation organized and existing under the laws of Switzerland, with its principal place of business in Basel, Switzerland. It is a successor by merger or continuation of business to its corporate predecessors, including but not limited to ICI.

64. SCPLLC is a limited liability company organized under the laws of the State of Delaware. It is a successor by merger or continuation of business to its corporate predecessors, including but not limited to ICI Americas. SCPLLC is registered with the State of Washington, Secretary of State to do business in the State of Washington.

65. SCPLLC or its corporate predecessors have sufficient minimum contacts with the State of Washington and have purposefully availed themselves of the privileges of conducting business in the State of Washington, in that they:

a. secured and maintained the registration of Paraquat products and other pesticides with the WAC to enable themselves and others to manufacture, distribute, sell, and use these products in the State of Washington;

b. marketed, licensed, advertised, distributed, sold, and delivered Paraquat and other pesticides to chemical companies, licensees, distributors, and dealers whom they expected to distribute and sell Paraquat and other pesticides in or for use in the State of Washington, including the Chevron Defendants and “Syngenta Retailers,” as well as to applicators and farmers in the State of Washington;

c. employed or utilized sales representatives to market and sell Paraquat and other pesticides in Washington;

d. attended meetings of the WAC’s Pesticide Registration and Evaluation Committee relating to the registration of their pesticides, including Paraquat; and

e. sponsored continuing education seminars for the WAC at various locations in the State of Washington.

66. SCPLLC’s contacts with the State of Washington are related to or gave rise to this controversy.

1 67. SAG exercises an unusually high degree of control over SCPLLC, such that SCPLLC is
2 the agent or mere instrumentality of SAG. SCPLLC's contacts with Washington are thus imputed to SAG
3 for purposes of jurisdiction. *See City of Greenville, Ill. v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550
4 (S.D. Ill. 2011).

5 **IX. ACTS OF CHEVRON DEFENDANTS**

6 68. Chevron U.S.A., Inc. is a corporation organized under the laws of the State of
7 Pennsylvania, with its headquarters and principal place of business in San Ramon, California.

8 69. Jurisdiction is proper over Chevron U.S.A. Inc. because it is a California resident and
9 citizen, maintaining its principal place of business and headquarters in California.

10 **X. DEFENDANTS' TORTIOUS CONDUCT RESULTED IN DEANNIS SCHULZ**
11 **DEVELOPING PARKINSON'S DISEASE**

12 71. Plaintiff hereby refers to, incorporates, and re-alleges by this reference as though set forth
13 in full, each and every allegation hereinabove and makes them a part of the following allegations.

14 72. David Schulz and his wife, DeAnnis Schulz, Deceased, are and were residents and citizens
15 of Twisp, Washington.

16 73. DeAnnis Schulz was exposed to Paraquat manufactured and sold by Defendants.

17 74. DeAnnis Schulz was exposed to Paraquat until at least approximately 2015.

18 75. Plaintiff's Decedent, DeAnnis Schulz, was exposed to Paraquat from approximately 1968
19 until approximately 2015 when she directly sprayed Paraquat on weeds in their family orchard from a
20 hand gun and from a tractor.

21 76. The Paraquat to which DeAnnis Schulz was exposed entered her body through absorption
22 or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth,
23 nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores,
24 or other tissue damage are present); and/or 2) through the olfactory bulb; and/or 3) through respiration
25 into the lungs; and/or 4) through ingestion into the digestive tract of small droplets swallowed after
26 entering the mouth, nose, or conducting airways.
27
28

1 77. Once absorbed, the Paraquat entered her bloodstream, attacked her nervous system, and
2 was substantial factor in causing her to suffer Parkinson's disease, and also a contributing factor in her
3 death.

4 78. DeAnnis Schulz began suffering from symptoms consistent with Parkinson's disease and
5 was diagnosed with Parkinson's disease in or about 2002, and ultimately died on October 15, 2016.

6 79. DeAnnis Schulz had no reason to suspect the diagnosis was connected to her past Paraquat
7 exposure.

8 80. Neither DeAnnis Schulz or her spouse, David Schulz, were ever told, either by a medical
9 professional, by media, or by the Defendants, that chronic exposure to Paraquat could cause Parkinson's
10 disease.

11 81. Plaintiff, David Schulz, first became aware of Paraquat's role in causing his wife's
12 Parkinson's disease and the wrongful acts of the Defendants that caused or contributed to her developing
13 Parkinson's disease within three years of the filing date of this Complaint.

14 82. Plaintiff, David Schulz, did not discover this earlier because he had no reason to suspect
15 that his wife's work with Paraquat could cause her to suffer Parkinson's disease.

16 83. Defendants' acts and omissions were a legal, proximate, and substantial factor in causing
17 Plaintiff, DeAnnis Schulz, to suffer severe and permanent physical injuries, pain, mental anguish,
18 disability, and ultimately, death.

19 84. By reason of the premises, it became necessary for Plaintiff David Schulz to incur expenses
20 for medical care and treatment, related costs and expenses required in the care and treatment of
21 Parkinson's disease, as well as funeral and burial expenses. In addition, Mr. Schulz lost the love, care,
22 affection, and companionship of his wife, DeAnnis Schulz, in addition to household services that were
23 administered by his wife.

24 85. By reason of the premises, Plaintiff has been at times unable to maintain regular
25 employment, incurring special damages in a presently unascertained sum as said loss is still continuing.
26 Plaintiff prays leave to insert elements of damages with regards to past wage loss, future wage loss, and
27 lost earning capacity when the same are finally determined.

28 86. By reason of the premises, Plaintiff has suffered general (non-economic) damages in a sum
in excess of the jurisdictional minimum of this court.

87. By reason of the premises, Plaintiff has suffered special (economic) damages in a sum in
excess of the jurisdictional minimum of this court.

XI. CAUSES OF ACTION

COUNT I - STRICT PRODUCTS LIABILITY DESIGN DEFECT

88. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

89. Defendants are liable to Plaintiff under a products liability theory for marketing a defectively designed product, as well as for failing to adequately warn of the risk of severe neurological injury caused by chronic, low-dose exposure to Paraquat.

90. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, distributed, and sold Paraquat for use in the State of Washington.

91. At all relevant times and places, the Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, distributed, and sold was used in the intended or a reasonably foreseeable manner.

92. Plaintiff was directly exposed to Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants and their corporate predecessors designed, manufactured, distributed, and sold. As a result of that exposure, Paraquat entered DeAnnis Schulz's body causing her to develop Parkinson's disease and contributing to her ultimate demise.

93. The Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, distributed, and sold did not perform as safely as an ordinary consumer would have expected it to perform when used in the intended or a reasonably foreseeable manner, in that:

a. as designed, manufactured, formulated and packaged Paraquat was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it; and

b. when inhaled, ingested, or absorbed into the body, it was likely to cause neurological damage that was both permanent and cumulative, and repeated low-dose exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

94. Alternatively, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors' Paraquat products were defectively designed in that the risk of danger inherent in the challenged design outweighed the benefits of such design, considering, among other relevant factors, the gravity of the danger posed by the challenged design, the likelihood that such danger would occur, the

1 mechanical feasibility of a safer alternative design, the financial cost of an improved design, and the
2 adverse consequences to the product and to the consumer that would result from an alternative design.

3 95. The design defect existed when the Paraquat left Chevron U.S.A. Inc., the Syngenta
4 Defendants, and their corporate predecessors' possession and control.

5 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor
6 for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and
7 all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues
8 contained herein.

9 **XII. COUNT II - STRICT PRODUCTS LIABILITY FAILURE TO WARN**

10 96. Defendants are also liable to Plaintiff under a products liability theory based on their failure
11 to adequately warn of the risks of Paraquat. Plaintiff incorporates by reference each allegation set forth
12 in preceding paragraphs as if fully stated herein.

13 97. When Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors
14 manufactured and sold the Paraquat to which DeAnnis Schulz was exposed, it was known or knowable to
15 Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors in light of scientific
16 knowledge that was generally accepted in the scientific community that:

- 17 a. Paraquat was designed, manufactured, formulated, and packaged such that it was likely to
18 be inhaled, ingested, and absorbed into the bodies of persons who used it; and
19 b. when inhaled, ingested, or absorbed into the body, it was likely to cause latent neurological
20 damage that was both permanent and cumulative, and that repeated, low-dose exposures were
21 likely to cause neurodegenerative disease, including Parkinson's disease.

22 98. The risk of contracting Parkinson's disease from chronic, low-dose exposure to Paraquat
23 presented a substantial danger to users of Paraquat when the product was used in a reasonably foreseeable
24 manner.

25 99. An ordinary consumer would not have recognized the potential risk of permanent,
26 irreversible neurological damage, including the risk of contracting Parkinson's disease, from chronic, low-
27 dose exposure to Paraquat.

28 100. Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors failed to
warn of the potential risk of permanent, irreversible neurological damage from chronic, low-dose exposure
to Paraquat, and failed to provide adequate instructions regarding avoidance of these risks.

101. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors' marketing a defective product, DeAnnis Schulz suffered the injuries and eventual death described in this Complaint.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues contained herein.

XIII. COUNT III - NEGLIGENCE

102. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs as if fully stated herein.

103. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, distributed, and sold Paraquat for use in the State of Washington and throughout the United States.

104. Plaintiff was exposed to Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors manufactured and sold.

105. The Paraquat to which DeAnnis Schulz was exposed was used in the intended or a reasonably foreseeable manner.

106. At all times relevant to this claim, in researching, designing, manufacturing, packaging, labeling, distributing, and selling Paraquat, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors owed a duty to exercise ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be exposed to Paraquat, including DeAnnis Schulz.

107. When Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, packaged, labeled, distributed, and sold the Paraquat to which DeAnnis Schulz was exposed, it was reasonably foreseeable that Paraquat:

a. was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it;
and

b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who were nearby while it was being used, or who entered fields or orchards where it has been sprayed or

1 areas near where it has been sprayed, it was likely to cause neurological damage that was both
2 permanent and cumulative, and repeated exposures were likely to cause neurodegenerative
3 disease, including Parkinson's disease.

4 109. In breach of the aforementioned duty to David Schulz and DeAnnis Schulz, Chevron U.S.A. Inc.,
5 the Syngenta Defendants, and their corporate predecessors negligently:

6 a. failed to design, manufacture, formulate, and package Paraquat to make it unlikely to be
7 inhaled, ingested, and absorbed into the bodies of persons who used it;

8 b. designed, manufactured, and formulated Paraquat such that it was likely to cause
9 neurological damage that was both permanent and cumulative, and repeated exposures were likely
10 to cause clinically significant neurodegenerative disease, including Parkinson's disease;

11 c. failed to conduct adequate research and testing to determine the extent to which exposure
12 to Paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of
13 persons who used it;

14 d. failed to conduct adequate research and testing to determine the extent to which Paraquat
15 spray drift was likely to occur, including its propensity to drift, the distance it was likely to drift,
16 and the extent to which Paraquat spray droplets were likely to enter the bodies of persons spraying
17 it or other persons nearby during or after spraying;

18 e. failed to conduct adequate research and testing to determine the extent to which Paraquat
19 was likely to cause or contribute to cause latent neurological damage that was both permanent and
20 cumulative, and the extent to which repeated exposures were likely to cause or contribute to cause
21 clinically significant neurodegenerative disease, including Parkinson's disease;

22 f. failed to direct that Paraquat be used in a manner that would have made it unlikely to be
23 inhaled, ingested, and absorbed into the bodies of persons who used it; and

24 g. failed to warn that Paraquat was likely to cause neurological damage that was both
25 permanent and cumulative, and repeated exposures were likely to cause clinically significant
26 neurodegenerative disease, including Parkinson's disease.

27 110. Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors knew or
28 should have known that users would not realize the dangers of exposure to Paraquat and negligently failed
to take reasonable steps to prevent the foreseeable risk of harm from exposure to Paraquat.

1 111. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants, and
2 their corporate predecessors' negligence, DeAnnis Schulz and David Schulz suffered the injuries
3 described in this Complaint.

4 112. Additionally, in the course of designing, manufacturing, packaging, labeling, distributing,
5 and selling Paraquat, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors
6 violated laws, statutes, and regulations, including but not limited to: sections of Food & Agriculture Code,
7 Division 7, Chapter 2 (Pesticides) and Regulations of the Washington State Department of Agriculture,
8 Pesticide Management Division.

9 113. Plaintiffs David Schulz and DeAnnis Schulz are and were a member of the class of persons
10 that said laws, statutes, and regulations were intended to protect.

11 114. The violations of said laws, statutes, and regulations by Chevron U.S.A. Inc., the Syngenta
12 Defendants, and their corporate predecessors were also substantial factors in causing the injuries and
13 resulting death of DeAnnis Schulz and the injuries suffered by her spouse, David Schulz.

14 115. The injuries that resulted from the violations by Chevron U.S.A. Inc., the Syngenta
15 Defendants, and their corporate predecessors were the kind of occurrences the laws, statutes, and
16 regulations were designed to protect against.

17 WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor
18 for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and
19 all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues
20 contained herein.

21 **IX. COUNT IV - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

22 116. Plaintiff incorporates by reference each allegation set forth in preceding paragraphs
23 as if fully stated herein.

24 117. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate
25 predecessors engaged in the business of designing, manufacturing, distributing, and selling Paraquat and
26 other restricted-use pesticides and held themselves out as having special knowledge or skill regarding
27 Paraquat and other restricted-use pesticides.

28 118. At all relevant times, Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate
predecessors designed, manufactured, distributed, and sold Paraquat for use in the State of Washington.

119. DeAnnis Schulz was exposed to Paraquat that Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors designed, manufactured, distributed, and sold.

120. The Paraquat to which DeAnnis Schulz was exposed was not fit for the ordinary purposes for which it was used, and in particular:

a. it was designed, manufactured, formulated, and packaged such that it was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it; and

b. when inhaled, ingested, or absorbed into the bodies of persons who used it, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

121. As a direct and proximate result of Chevron U.S.A. Inc., the Syngenta Defendants, and their corporate predecessors' breach of implied warranty, Plaintiff suffered the injuries herein described.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiff's favor for compensatory and punitive damages, together with interest, costs herein incurred, attorneys' fees and all relief as this Court deems just and proper. Additionally, Plaintiff demands a jury trial on all issues contained herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests this Court to enter judgment in Plaintiff's favor and against the Defendants for:

- a. actual or compensatory damages in such amount to be determined at trial and as provided by applicable law;
- b. exemplary and punitive damages sufficient to punish and deter the Defendants and others from future fraudulent practices;
- c. pre-judgment and post-judgment interest;
- d. costs including reasonable attorneys' fees, court costs, and other litigation expenses; and
- e. any other relief the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all of the triable issues within this pleading.

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2
3 DATED: August 16, 2024
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5 Respectfully Submitted,
6

7 /s/ Michael T. Gallagher
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